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FOR WESTWOOD ESTATES BLOCK TWO IN

THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA

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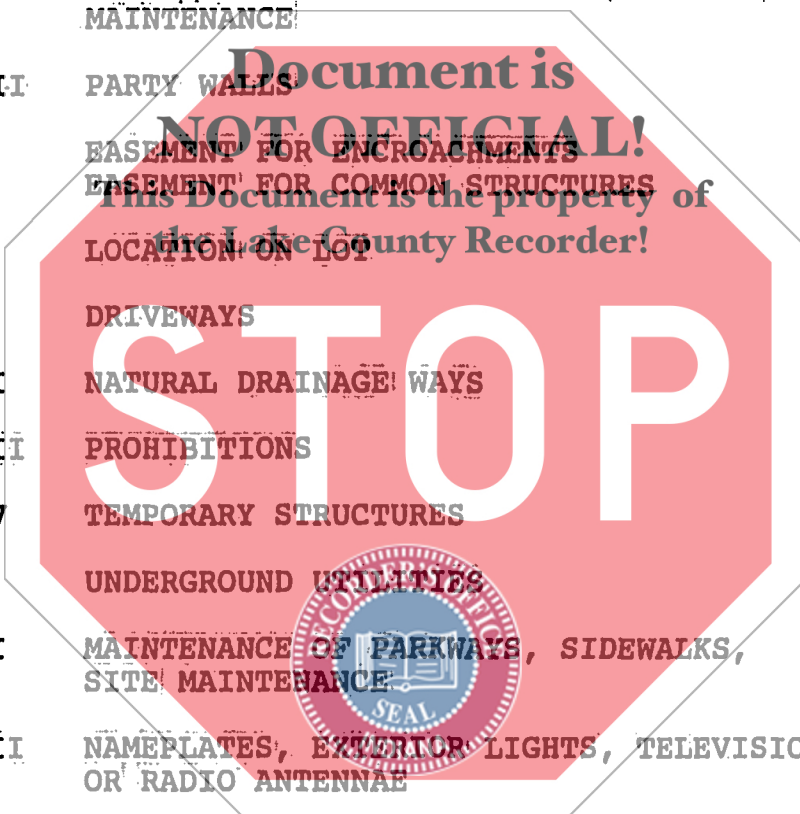
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WESTWOOD ESTATES BLOCK TWO IN MERRILLVILLE,
LAKE COUNTY, INDIANA

This Declaration is made as of the 5TH day of APRIL, 1993, by Westwood Partnership, an Indiana general partnership (referred to as "Developer"), as owner of record of the real estate subject to this Declaration.

W I T N E S S E T H:

WHEREAS, the Developer is the owner of record of the real estate described in Article II of this Declaration and desires to provide for the preservation of the values and amenities in the Development and for the maintenance of the Property and to this end desires to subject the real estate described in Article II to the covenants, conditions, restrictions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of each Lot and each Owner thereof; and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities of the development to create an Architectural Control Committee to, among other things, review all plans, specifications or other material prepared for the construction, modification, renovation, alteration or reconstruction of improvements to any real estate subject to this Declaration.

NOW, THEREFORE, the Developer declares that the real estate described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
INDIANA
DEFINITIONS

The following terms, unless the context requires otherwise, shall have the following meaning when used in this Declaration:

A. "Architectural Control Committee" or "Committee" shall mean the three (3) member committee which shall review all plans, specifications or other material prepared for the construction, renovation, modification, alteration or reconstruction of improvements to any real estate subject to this Declaration, and which shall administrate and enforce certain covenants, conditions and restrictions set forth herein.

B. "Declaration" shall mean this instrument and shall include such amendments, if any, to this instrument as may from time to time be adopted as permitted by the term hereof.

C. "Development" shall mean the Lots, the improvements on the Lots, and all other improvements within the Property.

D. "Lot" shall mean a portion of the Development intended for any type of independent ownership and use as may be set out in this Declaration and any amendments thereto. Where the context indicates or requires, the term Lot includes any structures and other improvements on the Lot. The term "Lot" includes the "Residential Unit" (as defined in Section I.K. below) situated thereon. Each subdivided lot on the "Plat" (as defined in Section I.H. below), consists of two (2) "Lots" as the term "Lot" is used herein.

E. "Mortgage" shall mean any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

F. "Mortgages" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

G. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Development, but excluding any party holding the fee simple title merely as security for the performance of any obligation. Owner shall include the Developer.

H. "Plat(s)" and "Plan(s)" shall mean those plats of survey of all or any portion of the Development making reference hereto which have been or hereafter may be recorded in the Office of the Recorder of Lake County, Indiana, as the same may be amended or supplemented by replats or otherwise.

I. "Property" shall mean and refer to the real property described in Article II of this Declaration.

J. "Residential Building" shall mean a structure consisting of two (2) attached Residential Units situated upon two (2) adjoining Lots.

K. "Residential Unit" shall mean an attached single-family structure situated upon a Lot intended for any type of independent ownership and for use and occupancy as an attached residence by a single family. For the purposes of this Declaration, a Residential Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of Lake County or other local governmental entity.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS

The real estate (referred to as "Property") that is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in the Town of Merrillville, Lake County, Indiana, and is described as follows, to-wit:

Block Two in Westwood, as recorded with the Office of the Recorder of Lake County, Indiana, in Plat Book 73, page 32.

ARTICLE III

GENERAL PURPOSE OF THIS DECLARATION

The Property is hereby subjected to the covenants and restrictions herein declared to preserve its value and amenities; to insure proper use and appropriate improvement of the Property; to encourage the construction of attractive improvements thereon, with appropriate maintenance; to insure desired high standards of maintenance benefiting all Owners; to maintain proper setbacks from streets and adequate free space between improvements; and in general, to provide adequately for a high type and quality of improvement that is intended to enhance the value of all the Property.

ARTICLE IV

ARCHITECTURAL CONTROLS

No building, fence, wall or other structure shall be commenced, erected or maintained on the Property, nor shall any exterior addition, change or alteration therein be made, nor shall any restoration or reconstruction of any Residential Unit, building, fence, wall or other structure commence after casualty, damage or otherwise, until the plans and specifications showing the nature, kind, shape, height, materials, color scheme and location on Lot of the improvement(s), and the grading plan and landscape plan of the Lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee.

The Architectural Control Committee shall have the right to refuse to approve any such construction plans or specifications, grading plans or landscape plans which are not suitable or desirable, in the sole discretion of the Committee, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plans or landscaping plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties.

No permission or approval from the Architectural Control Committee shall be required to repaint the exterior of a Residential Unit in accordance with an originally approved color scheme, or to rebuild or reconstruct in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her Residential Unit, or to paint the interior of his or her Residential Unit any color desired.

Notwithstanding any provision of this Declaration to the contrary, Developer shall not be required to receive approval or permission from the Architectural Control Committee in connection with the original improvement of the Property and original installation and construction of Residential Units on the Property. The original construction of Residential Units on the Property by Developer shall be deemed according to original approved plans and specifications.

ARTICLE V

USE OF LOTS

All Lots shall be used for private residence purposes only and no building shall be erected, re-erected or maintained thereon, except one Residential Unit erected for occupancy of a single family, and an attached private garage for the sole use of the Owner or occupants of the Residential Unit. Said garages shall not be used for rental purposes. Other accessory buildings and structures may be erected in such manner and location as permitted in writing by the Architectural Control Committee.

ARTICLE VI

INDIVIDUAL INSURANCE

(a) By virtue of taking title to a Residential Unit subject to the terms of this Declaration, each Owner covenants and agrees with the Owner of the adjoining Residential Unit on the adjoining Lot and all other Owners that said Owner shall obtain insurance for all insurable improvements on the Lot against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair to or reconstruction of the Residential Unit and all other improvements on the Lot in the event of damage or destruction from any such hazard.

(b) All casualty insurance policies shall have an inflation guard endorsement (if obtainable) and a replacement cost endorsement.

(c) Each Owner shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Owner and their respective tenants, servants, agents, and guests;

(2) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(3) that no policy may be cancelled, invalidated, or suspended on account of the Owner of the adjoining Residential Unit or any other one or more individual Owners;

(4) that no policy may be cancelled, invalidated, or suspended on account of the conduct of the Owner without prior demand in writing delivered to the Owner to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Owner, the Owner of the adjoining Residential Unit, the Owner's Mortgagee, any one or other more individual Owners, or the Architectural Control Committee;

(d) Each Owner shall provide the Owner of the adjoining Residential Unit an updated certificate of insurance evidencing the coverages required by this Article VI on or before January 1 of each calendar year during the term of this Declaration.

ARTICLE VII

MAINTENANCE OF IMPROVEMENTS;
RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE;
LOTS 6 THROUGH 10 LANDSCAPING BUFFER MAINTENANCE

A. Each Owner shall be responsible for the maintenance, repair, and reconstruction of all improvements located on such Owner's Lot and shall keep the same in good condition and repair. As to party walls, the expenses of maintenance, repair and construction thereof shall be borne equally by the Owners of adjoining Residential Units, as more fully set forth in Article VIII hereof.

B. Each individual Owner further covenants and agrees that in the event that the improvements on his Lot are damaged or destroyed by any casualty, said individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in accordance with the original approved plans and specifications.

C. In the event that any Owner shall fail or refuse to maintain, repair or reconstruct any improvements for which it is responsible under this Declaration and shall persist in such failure or refusal after thirty (30) days prior written notice thereof, then in addition to all other rights and remedies as may be available at law or in equity, the Owner of the adjoining Residential Unit and the Architectural Control Committee each shall have the right, upon a preliminary finding of reasonable cause by any court having jurisdiction of the parties or the property, to enter upon such defaulting Owner's Lot and perform all necessary work thereof to return the Residential Unit and the Residential Building to good condition and repair or to build such structures or improvements as are necessary to restore the improvements on the non-defaulting Owner's Lot to a complete and usable architectural unit. In the event that such failure or refusal shall result in any condition which is causing or is likely to cause immediate and substantial harm to persons or property outside of such defaulting Owner's Lot, such right of entry shall be immediate. All costs incurred as a result of such entry and the work performed on such defaulting Owner's behalf shall be payable on demand by the party incurring such costs, and shall constitute a lien on such defaulting Owner's Lot from the date(s) incurred in favor of the party incurring such costs. If said costs are not paid within thirty (30) days of demand by the party incurring said costs, said costs shall bear interest from the date of said demand at the rate of one percent (1%) per month, and the party incurring said costs may bring an action at law against the defaulting Lot Owner, or may foreclose the lien against the defaulting Owner's Lot pursuant to the laws of the State of Indiana governing mechanics' and

materialmen's liens; either action shall include interest, additional expenses and reasonable attorney's fees which shall be added to the amount of the costs incurred and included in a judgment rendered. Such lien shall be subordinate to the lien of any Mortgage.

D. Encroachments upon or in favor of Lots which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Lot Owner upon whose property such encroachment exists, provided that such reconstruction was either made substantially in accordance with the original approved plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

E. The Owner(s) of each of the Lots that are situated on the lots numbered 6 through 10, inclusive, on the Plat (each lot on the Plat consists of two (2) "Lots" as the term "Lot" is used herein), shall be responsible for the maintenance, repair, and replacement of the portion of the landscaping buffer installed (or to be installed) by Developer along the rear of said Owner's Lot.

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ARTICLE VIII

PARTY WALLS

A. Each wall built as a part of the original construction of the Residential Buildings which shall serve and separate any two (2) adjoining Residential Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article VIII, the general rules of law regarding party walls and liability for property damage due to negligence or willful act or omissions shall apply thereto.

B. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

C. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of the insurance, any Owner who has used the wall may restore it, and the Owner of the adjoining Residential Unit shall contribute to the cost of the restoration thereof in equal proportion without prejudice, however, to the right of such restoring Owner to call for a larger contribution from the Owner of the adjoining Residential Unit under any rule of law regarding liability for negligent or willful acts or omissions.

D. Notwithstanding any other provision of this Article VIII, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by negligent or willful acts causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

ARTICLE IX

EASEMENT FOR ENCROACHMENTS EASEMENT FOR COMMON STRUCTURES

A. In the event that, by reason of the design, inexactness of construction, shifting or settling of the Residential Units on adjoining Lots, any spaces, structures, utility lines, ventilation ducts, appliances, or other portions or components intended to serve the Residential Unit on one Lot encroach upon the adjoining Lot, an exclusive easement shall be deemed to exist in favor of said Lot for the maintenance, use and enjoyment of such portions of components as encroachments on the adjoining Lot, for so long as such portions or components exist.

B. Each Owner shall have the exclusive right (subject to the provisions of this Declaration) to use, occupy, and enjoy his Lot and the improvements constructed thereon; provided, however, that a reciprocal easement is hereby declared in favor of the Owner of the adjoining Lot for the mutual support, service and benefit of his Residential Unit and the Residential Building.



No Residential Unit, building or other structure shall be located on a Lot nearer to a street right-of-way line than the minimum setback as shown on the recorded Plat for the Property. No improvement shall be located within twenty (20) feet of a rear lot line except where individual permission may be given in writing by the Architectural Control Committee. Swimming pools, patios, decks, dog enclosures, game or play structures or other structures of a similar kind or nature shall be located in the rear yard to the rear line of the Residential Unit constructed on the Lot, and may not be within any side yard, as approved in writing by the Architectural Control Committee. Swimming pools shall be screened from the street by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Architectural Control Committee.

ARTICLE XI

DRIVEWAYS

Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone, or other approved base material, and shall have a wearing surface of asphaltic concrete or the equivalent thereof. Plans and specifications for driveways, culverts, pavement edging or markers shall be approved in writing by the Architectural Control Committee prior to construction.

ARTICLE XII

NATURAL DRAINAGE WAYS

No obstruction or diversions of existing surface storm-water drainage swales and channels over or through which surface storm water naturally flows upon or across any Lot, shall be made by the Owner in such manner as to cause damage to other Lots, except with the approval in writing of the Architectural Control Committee where it is found necessary to remedy on a Lot or Lots a condition of accumulation of storm water remaining over an extended period of time.

ARTICLE XIII

PROHIBITIONS

The following activities and uses are prohibited on all Lots and in all buildings and structures located on the Property:

- A. No home occupation or profession shall be conducted, except as permitted by the Town of Merrillville, Indiana.
- B. No noxious or offensive activity shall be carried on, nor shall anything be done which may be, or may become, an annoyance or nuisance to the neighborhood.
- C. No livestock, poultry, or more than two dogs or cats over four months of age shall be kept or maintained.
- D. No burning of refuse shall be permitted except that the burning of leaves is permitted as or if allowed by applicable laws and regulations.
- E. No driveway or other unenclosed parking area may be used as a parking place for commercial vehicles.

F. There shall be no outside storage or parking upon any Lot of any commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other transportation device of any kind, except within the parking spaces in the Owner's garage (with the door closed) and for temporary visitors. The term "commercial vehicles" shall include all automobiles, station wagons, trucks, and vehicular equipment which shall bear signs or have printed symbols, lettering, signs or similar markings on the side of same. Parking of automobiles shall be permitted in the Owner's garage, on the Owner's driveway or on the paved public streets. All visitor parking shall be temporary and limited to the spaces designated in the previous sentence. No Owners or tenants shall repair or restore any vehicle of any kind upon any Lot except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and in violation of paragraph B of this Article.

- G. No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained.
- H. No undomesticated animal or any other animal having unusually vicious propensities shall be kept or maintained.
- I. No clothes shall be hung outside of a dwelling for drying or other purposes.

RECORDER'S OFFICE
SEAL
ARTICLE XIV
TEMPORARY STRUCTURES

No trailer, basement of an uncompleted building, tent, shack, garage, barn, or temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a Residential Unit shall be on the same Lot as the Residential Unit, and such buildings or structures shall be removed upon the completion of construction.

ARTICLE XV

UNDERGROUND UTILITIES:

No lines or wires for communication or the transmission of electric current or power or gas shall be constructed, placed or permitted to be placed anywhere on the Property other than within buildings or structures or attached to their walls unless the same shall be contained in conduits or approved cables constructed, placed, and maintained underground.

ARTICLE XVI

MAINTENANCE OF PARKWAYS, SIDEWALKS, SITE MAINTENANCE

The Owner of each Lot shall be responsible for the maintenance of parkways (side strips) located between their lot lines and edges of street pavements on which said Lots face. The Owner of each Lot shall be responsible for the installation, maintenance and repair, at said Owner's expense, of sidewalks required by town ordinance.

All equipment used in clearing, excavating, or construction on any Lot that is not rubber-tired shall be loaded or unloaded only within the boundary lines of the Lot. During clearing, excavating, construction, renovation or reconstruction the Owner of the Lot on which the work is performed shall cause the roads and sidewalks within or bordering on the Lot to be kept clear of dirt and debris caused by such clearing, excavating, construction or reconstruction and shall be responsible for any damage to such roads and sidewalks.

Each Owner shall remove or have removed excess waste and other debris from the Lot. In the event that said excess waste is not removed from the Lot as aforesaid, Developer or the Architectural Control Committee may send written notice to said Owner specifying that said excess waste must be removed from the Lot within seven (7) days from the date of the notice. In the event that said excess waste is not removed in the time period specified in the preceding sentence, Developer or the Architectural Control Committee may enter on the Lot and remove or have removed the excess waste at said Owner's sole cost and expense. Said Owner shall pay Developer or the Architectural Control Committee, as the case may be, the amount of the contractor's invoice for removal of said excess waste plus 15% for administrative costs and expenses. Said Owner shall pay the waste removal expense within ten (10) days of the date of the invoice therefor.

In the event said Owner fails or refuses to make any payment required pursuant to the preceding paragraph, Developer or the Architectural Control Committee, as the case may be, shall be entitled to place a lien against the Lot for the amount of said waste removal expense together with interest at the rate of one percent (1%) per month. Such lien shall be subordinate to the Mortgage lien of any Mortgagee. The Developer and the Architectural Control Committee are hereby granted the right to an easement to enter in and upon all Lots and any exterior improvements thereon for the purpose of such maintenance and/or excess waste removal.

ARTICLE XVII

NAMEPLATES, EXTERIOR LIGHTS, TELEVISION OR RADIO ANTENNAE

There shall be not more than one nameplate on each Lot. A nameplate shall not be more than 48 square inches in area, and contain the name of the occupant and/or the address of the Residential Unit. It may be located on the door of the Residential Unit or the wall adjacent thereto, or upon the wall of an accessory building or structure, or free-standing in the front or side yard provided that the height of the nameplate is not more than 12 inches above the adjoining ground grade.

No exterior light fixtures, other than those fixtures approved in writing by the Architectural Control Committee, shall be installed on the exterior of any Residential Unit or other improvement on any Lot.

No television or radio antennae shall be erected or used unless installed on the rear roof area of a building structure. No television or radio antennae shall be visible from the public right of way. Flag poles not exceeding 25 feet in height are permitted. Flag poles in excess of 25 feet in height shall only be permitted upon the approval in writing of the Architectural Control Committee.

ARTICLE XVIII

FENCES, SATELLITE DISHES

No fence of any kind shall be erected, placed, or maintained on any Lot without the prior written approval of the Architectural Control Committee.

No satellite dishes shall be permitted on any Lot.

ARTICLE XIX

ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall consist of three (3) members. The members of the Architectural Control Committee shall be designated by and shall serve at the pleasure of the Developer or until such time as the Developer, in its sole discretion, shall assign such right of designation to the Owners of the various Lots. After such assignment the members of the Architectural Control Committee shall be elected by the Owners of all the Lots at a meeting to be held no less than ten (10) days after notification of the meeting in writing is given to all Owners of Lots. Each member of the Architectural Control Committee elected shall serve for a three (3) year term.

All plans, specifications, grading plans, landscape plans and other material shall be filed in the office of the Developer for referral to the Architectural Control Committee. The Committee's approval or disapproval on matters required by this Declaration shall be by majority vote. A report in writing setting forth the decisions of the Committee and the reasons therefor shall be transmitted to the applicant by the Architectural Control Committee within thirty (30) days after the date of filing the plans, specifications, and other material by the applicant. In the event (a) the Architectural Control Committee fails to approve or disapprove within thirty (30) days after submission of the final plans, specifications and other material as required in this Declaration; or (b) no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required and the related requirements of this Declaration shall be deemed to be complied with.



The covenants and restrictions created by this Declaration shall attach to and run with the land and shall be binding on every person who may hereafter come into ownership, occupancy or possession of any Lot or any portion of the Property. This Declaration benefits and burdens only the land described in this Declaration, and there is no intention to benefit any person other than those having an interest in the Property. The existence of easement rights or covenant benefits by persons not owning land or not having an interest in land shall not confer on any such person any right whatever to enforce the restrictions or covenants hereby created.

ARTICLE XXI

ENFORCEMENT

The violation of any covenant, restriction, condition or regulation created by this Declaration (including supplements hereto) or adopted by the Architectural Control Committee, shall give the Architectural Control Committee and the Developer the right:

A. To enter upon the Lot and/or Residential Unit upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer, or its successors or assigns, or the Architectural Control Committee, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

B. To enjoin, abate or remedy by appropriate legal proceedings (including, but not limited to, a suit for damages), either at law or in equity, the continuance of any breach.

The covenants, restrictions, conditions and regulations created by this Declaration shall also be enforceable by any party or parties who may now own or who may hereafter come into ownership of any portion of the Property. It shall be lawful for any such party or parties to enjoin, abate or remedy by appropriate legal proceedings (including, but not limited to, a suit for damages), either at law or in equity, any party or parties violating or threatening to violate the covenants, restrictions, conditions and regulations created by this Declaration.

Neither Developer nor the Architectural Control Committee shall be liable for damages of any kind to any person for failing either to abide by or carry out any of the covenants, conditions, restrictions and regulations created by this Declaration.

Any rights or remedies described in or created by this Article XXI shall be in addition to and in no way in limitation of any rights or remedies otherwise set forth herein or applicable hereto.

ARTICLE XXII

TERMINATION AND MODIFICATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Architectural Control Committee or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and

assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by sixty-seven percent (67%) of the then Lot Owners and their Mortgagees, has been recorded in the Office of the Recorder of Lake County, Indiana, within the year preceding and the beginning of each successive period of ten (10) years, agreeing to terminating the same. Notwithstanding the foregoing, if any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

The Declaration shall be terminated, if at all, under any circumstances other than the foregoing, only by the agreement of all the Lot Owners and their respective Mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for the conveyance of real property, and recorded in the Office of the Recorder of Lake County, Indiana.

This Declaration of Lake County Recorder or any covenant, condition or restriction contained herein, may be modified or amended as to the whole of the Property or any portion thereof by the affirmative vote of the Owners of seventy-five (75%) percent or more of the total number of Lots giving one vote for each Lot without regard to the manner in which title is held after giving written notice to all Owners of Lots thirty (30) days prior to the meeting at which such modification or amendment is to be considered and acted upon and stating with particularity the terms and provisions of such modification or amendment. No such modification or amendment shall be effective until a proper instrument or instruments has been executed in the manner required for the conveyance of real property, and recorded in the Office of the Recorder of Lake County, Indiana.

ARTICLE XXIII

NOTICES:

Notices required or desired to be given to an Owner may be delivered by regular mail at the last known address of such person, by personal delivery, or by posting on the door or insertion in the mailbox of such Owner shall be sufficient service thereof.

ARTICLE XXIV

EFFECT OF INVALIDATION

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not effect the validity of the remaining provisions hereof.

ARTICLE XXV

DEVELOPER'S RESERVED EASEMENTS

A. Notwithstanding any provisions contained in the Declaration to the contrary, Developer hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to any property in the Development, for the benefit of Developer, its successors, and assigns over, under, in, and/or on the Development, without obligation and without charge to Developer, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use, and enjoyment and/or otherwise dealing with the Development and any other property now owned or which may in the future be owned by Developer (such other property is herein referred to as "Additional Property"). The reserved easement shall constitute a burden on the title to all or any portion of the Development and specifically includes, but is not limited to:

(1) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in all or any portion of the Development; and the right to tie into any portion of the Development with driveways, parking areas, streets, drainage systems and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace relocate, maintain, and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over all or any portion of the Development; and

(2) the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, sales offices, construction offices and business offices as, in the sole opinion of Developer, may be required, convenient, or incidental to the construction and sale by Developer of residences in all or any portion of the Development or in any portion of the Additional Property.

(3) no rights, privileges, and easements granted or reserved herein shall be merged into the title of any property within the Development, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from Developer releasing such right, privilege, or easement by express reference thereto with respect to all or any portion of the Development.

B. This Article XXV may not be amended without the advance written consent of Developer.

ARTICLE XXVI

LIMITATION ON DEVELOPER'S LIABILITY

Notwithstanding anything to the contrary herein, it is expressly agreed, and each Owner, by accepting title to a Lot and/or Residential Unit and becoming an Owner acknowledges and agrees, that neither Developer (including without limitation any assignee of interest of Developer hereunder) nor any partner, director, officer or shareholder of Developer (or any partner, officer, director or shareholder in any such assignee) shall have any personal liability to any Owner or other person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration except, in the case of Developer (or its assignee), to the extent of its interest in the Property; and, in the event of a judgment, no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets of the judgment debtor.



IN WITNESS WHEREOF, the general partners of Developer have caused this Declaration to be executed by its respective officers on the day and year first above written.

ATG CORPORATION, an Indiana corporation

By: [Signature]

Its: Resident

ATTEST: [Signature]

Its: Secretary



HOPPER CONSTRUCTION CO., INC. an Indiana corporation
This Document is the property of the Lake County Recorder!

[Signature]

Its: President

ATTEST: Mary Jane Hopper

Its: Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Crist Montemur and Joylene W. Klau the President and Secretary, respectively, of ATG Corporation, who acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of April, 1993.

Victoria A. Hadrick
Notary Public
Resident of Lake County

My Commission Expires:
11-27-95

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
VICTORIA A. HADRICK
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. NOV. 27, 1995.

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared George Hopper and Mary Jane Nopper the President and Secretary, respectively, of Hopper Construction Co., Inc., who acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of April, 1993.



Victoria A. Hadrick
Notary Public
Resident of Lake County

My Commission Expires:
11-27-95

VICTORIA A. HADRICK
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. NOV. 27, 1995

This instrument prepared by :

Vladimir Gastevich
One Professional Center
Crown Point, Indiana 46307